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20 UNITED STATES DISTRICT COURT  
21 NORTHERN DISTRICT OF CALIFORNIA

22 MICROSOFT CORPORATION, a  
23 Washington corporation,

24 Plaintiff,

25 v.

26 INTRAX GROUP, INC., d/b/a SURPLUS  
COMPUTERS, a California corporation;  
MICHAEL MAK, an individual; and JOHN  
DOES 1-5,

Defendants.

NO.

COMPLAINT FOR DAMAGES AND  
INJUNCTIVE RELIEF

**INTRODUCTION**

1. This is an action by Microsoft Corporation (“Microsoft”) to recover damages arising from infringement of Microsoft’s copyrights in its software by defendants Intrax Group, Inc., d/b/a Surplus Computers, and Michael Mak (collectively, the “Surplus Computers Defendants”) and defendants John Does 1-5 (the “John Doe Defendants”) (the

1 Surplus Computers Defendants and the John Doe Defendants collectively are referred to as  
2 “Defendants”) and to enjoin Defendants’ future infringements. Defendants are actively  
3 engaged in the illegal and unlawful business of (a) distributing copyrighted Microsoft  
4 Student Media software in the United States that, upon information and belief, was intended  
5 for schools and other qualified education users abroad, and (b) importing to the United  
6 States that copyrighted software without approval or authorization from Microsoft. By this  
7 action, Microsoft seeks damages and injunctive relief against Defendants.

### 8 **THE PARTIES**

9 2. Plaintiff Microsoft is a Washington corporation with its principal place of  
10 business in Redmond, Washington. Microsoft develops, markets, distributes, and licenses  
11 computer software.

12 3. Defendant Intrax Group, Inc. (“Intrax Group”), doing business as Surplus  
13 Computers, is a California corporation. Upon information and belief, Intrax Group’s  
14 principal place of business is in Santa Clara and/or San Jose, California. Intrax Group  
15 distributes computer software on the Internet through a web site at  
16 [www.surpluscomputers.com](http://www.surpluscomputers.com), and by other means. As a direct and proximate result of  
17 Intrax’s wrongful conduct, Microsoft has suffered damages and other harm.

18 4. Defendant Michael Mak (“Mak”) is a resident of Santa Clara, California.  
19 Mak controls and operates defendant Intrax Group and, in records filed with the California  
20 Secretary of State, is identified as the agent for service of process for Intrax Group. Upon  
21 information and belief, Mak personally participated in and/or had the right and ability to  
22 supervise, direct and control Intrax Group’s wrongful conduct as alleged in this Complaint,  
23 derived direct financial benefit from that wrongful conduct, and is personally liable for that  
24 conduct. As a direct and proximate result of Mak’s wrongful conduct, Microsoft has  
25 suffered damages and other harm.  
26

1           5. Defendants John Does 1-5 (“John Doe Defendants”) are individuals and  
2 entities whose names currently are unknown to Microsoft and who have committed the acts  
3 and practices alleged herein. The Surplus Computers Defendants and the John Doe  
4 Defendants have conspired to and, at times relevant herein, have committed the acts and  
5 practices alleged herein. As a direct and proximate result of the John Doe Defendants’  
6 wrongful conduct, Microsoft has suffered damages and other harm.

7                           **JURISDICTION AND VENUE**

8           6. This Court has subject matter jurisdiction over Microsoft’s claims for  
9 copyright infringement pursuant to 17 U.S.C. § 501 and 28 U.S.C. §§ 1331 and 1338(a).

10           7. Additionally, this Court has original jurisdiction over all of Microsoft’s  
11 claims pursuant to 28 U.S.C. § 1332 because the matter in controversy exceeds the sum or  
12 value of \$75,000, exclusive of interest and costs, and, upon information and belief, is  
13 between citizens of different states.

14           8. Venue is proper in the Northern District of California pursuant to 28 U.S.C.  
15 §§ 1391(b) and 1400(a) because (i) the acts of infringement and other alleged wrongful  
16 conduct occurred in the District, (ii) Defendants have sufficient connection with the District  
17 to make venue proper, and/or (iii) Defendants reside or may be found in the District.

18                           **INTRADISTRICT ASSIGNMENT**

19           9. Assignment of this action to the San Jose Division of the Northern District of  
20 California is proper under Local Rule 3-2(c), which provides for district-wide assignment of  
21 Intellectual Property Actions. Assignment of this action to the San Jose Division of the  
22 Northern District of California is also proper because the Surplus Computers Defendants’  
23 principal places of business and/or residences are in this Division.

24                           **FACTS COMMON TO ALL CLAIMS**

25           10. Microsoft develops, advertises, markets, distributes, and licenses a number  
26 of computer software programs. Microsoft’s software programs are recorded on CD-ROMs

1 and/or magnetic diskettes, and they are packaged and distributed with associated  
2 proprietary materials such as user's guides, user's manuals, end-user license agreements  
3 ("EULAs"), Certificates of Authenticity ("COAs"), and other components.

4 11. Microsoft and its partners distribute some software and other components  
5 through special academic programs to provide low cost software to students currently  
6 enrolled in K-12 and higher educational institutions. Microsoft distributes Student Media at  
7 a discount to provide students in the United States, in developing nations, and worldwide  
8 low cost access to the latest software technology and information in furtherance of their  
9 educational development. The Student Media program is intended only for students at  
10 qualified educational institutions and the license agreements under which such media is  
11 distributed restrict the distribution of such media to those students.

12 12. In the United States, an institution enrolled in one of the special academic  
13 programs may order Student Media throughout the term of its agreement only from  
14 Authorized Education Resellers ("AERs"). Microsoft AERs are specially trained and  
15 authorized to distribute Student Media to qualified education users. Academic institutions,  
16 AERs, and students are prohibited from reselling Student Media because the programs  
17 through which Student Media is distributed are designed to provide low cost software to  
18 qualified students, and not to the general public.

19 13. As part of its international licensing and distribution programs, Microsoft  
20 also imposes geographic restrictions on the distribution of Microsoft products, including  
21 Student Media. For example, Student Media distributed to Europe, the Middle East, or  
22 Africa would not be licensed for use in North America.

23 14. Microsoft Windows XP: Microsoft has developed, advertises, markets,  
24 distributes, and licenses a software package known as Microsoft Windows XP ("Windows  
25 XP"). Windows XP is an operating system for desktop and laptop systems. It performs a  
26 number of computer-related operations including, but not limited to, providing support for

1 various applications and allowing remote access to data and applications stored in Windows  
2 XP desktops from network connections. Microsoft holds a valid copyright in Windows XP  
3 (including user's reference manuals, user's guides, and screen displays) that was duly and  
4 properly registered with the United States Copyright Office. A true and correct copy of the  
5 Registration Certificate for Microsoft Windows XP, bearing the number TX 5-407-055 is  
6 attached hereto as Exhibit 1 and is incorporated by reference.

7 15. Microsoft Office 2003: Microsoft Office 2003 ("Office 2003") is a suite of  
8 popular Microsoft software programs. Microsoft holds a valid copyright in Office 2003  
9 (including user's reference manuals, user's guides, and screen displays) that was duly and  
10 properly registered with the United States Copyright Office. A true and correct copy of  
11 the Registration Certificate for Microsoft Office 2003, bearing number TX 5-837-617, is  
12 attached as Exhibit 2 and is incorporated by reference. Office 2003 includes the following  
13 popular Microsoft software programs:

14 a. Microsoft Access 2003, a program that allows users to create and  
15 manipulate databases and to store data. Microsoft holds a valid copyright in Microsoft  
16 Access 2003 (including user's reference manuals, user's guides, and screen displays) that  
17 was duly and properly registered with the United States Copyright Office. A true and  
18 correct copy of the Copyright Registration Certificate for Microsoft Access 2003, bearing  
19 number TX 5-872-225, is attached as Exhibit 3 and is incorporated by reference.

20 b. Microsoft Excel 2003, a program that allows users to create and  
21 manipulate spreadsheets, perform calculations, and store numerical data. Microsoft holds  
22 a valid copyright in Microsoft Excel 2003 (including user's reference manuals, user's  
23 guides, and screen displays) that was duly and properly registered with the United States  
24 Copyright Office. A true and correct copy of the Copyright Registration Certificate for  
25 Microsoft Excel 2003, bearing number TX 5-837-636, is attached as Exhibit 4 and is  
26 incorporated by reference.

1 c. Microsoft Outlook 2003, a program that allows users and networked  
2 teams to create and manage calendars, tasks, contacts, and email communications.

3 Microsoft holds a valid copyright in Microsoft Outlook 2003 (including user's reference  
4 manuals, user's guides, and screen displays) that was duly and properly registered with the  
5 United States Copyright Office. A true and correct copy of the Copyright Registration  
6 Certificate for Microsoft Outlook 2003, bearing number TX 5-900-087, is attached as  
7 Exhibit 5 and is incorporated by reference.

8 d. Microsoft PowerPoint 2003, a program that allows users to create,  
9 organize and present overhead and slide presentations. Microsoft holds a valid copyright  
10 in Microsoft PowerPoint 2003 (including user's reference manuals, user's guides, and  
11 screen displays) that was duly and properly registered with the United States Copyright  
12 Office. A true and correct copy of the Copyright Registration Certificate for Microsoft  
13 PowerPoint 2003, bearing number TX 5-852-649, is attached as Exhibit 6 and is  
14 incorporated by reference.

15 e. Microsoft Word 2003, a program that allows users to create and edit  
16 reports and documents. Microsoft holds a valid copyright in Microsoft Word 2003  
17 (including user's reference manuals, user's guides, and screen displays) that was duly and  
18 properly registered with the United States Copyright Office. A true and correct copy of  
19 the Copyright Registration Certificate for Microsoft Word 2003, bearing number TX 5-  
20 900-088, is attached as Exhibit 7 and is incorporated by reference.

21 **DEFENDANTS' INFRINGEMENT**

22 16. Beginning at a time unknown and continuing to the present, the Surplus  
23 Computers Defendants and the John Doe Defendants, individually and as members of the  
24 conspiracy described more fully below, have conspired to and are actively engaged in the  
25 illegal and unlawful business of (a) importing to the United States as yet unknown  
26 quantities of Microsoft Student Media software that was manufactured and licensed for

1 use outside the United States, without approval or authorization from Microsoft, and (b)  
2 distributing that Student Media, which was manufactured and licensed for educational use  
3 only, to individuals and entities not qualified to use the software, without approval or  
4 authorization from Microsoft. Upon information and belief, Defendants are attempting to  
5 exploit the difference between the retail prices of Microsoft software in the United States  
6 and the reduced prices of Microsoft software licensed for educational use abroad.

7 17. The Surplus Computers Defendants advertise and distribute infringing  
8 Microsoft software, including Student Media software imported to the United States  
9 without approval or authorization from Microsoft, in interstate commerce through the  
10 Surplus Computers Defendants' web site [www.surpluscomputers.com](http://www.surpluscomputers.com).

11 18. Upon information and belief, the John Doe Defendants import to the United  
12 States, without approval or authorization from Microsoft, infringing Microsoft software,  
13 including Student Media software manufactured and licensed for exclusive use abroad.  
14 Upon information and belief the John Doe Defendants distribute that infringing Microsoft  
15 software in interstate commerce in the United States.

16 19. On or about April 10, 2006, an investigator placed an order for one unit of a  
17 Microsoft product known as Office 2003 Standard from the Surplus Computers Defendants  
18 through their web site [www.surpluscomputers.com](http://www.surpluscomputers.com). Microsoft examined the software (CD-  
19 ROM) and determined that it was infringing because it was Student Media licensed for  
20 exclusive distribution to qualified educational users participating in a special academic  
21 licensing program. Additionally, the software was manufactured outside the United States  
22 and was not licensed for distribution or use in the United States. Upon information and  
23 belief, the John Doe Defendants imported this software to the United States and/or  
24 distributed the software in interstate commerce to the Surplus Computers Defendants.

25 20. On or about September 26, 2006, an investigator placed an order for one unit  
26 of a Microsoft product known as Windows XP Professional x64 Edition and one unit of a

1 Microsoft product known as Office 2003 Professional Enterprise Edition from Surplus  
2 Computers through their web site [www.surpluscomputers.com](http://www.surpluscomputers.com). Microsoft examined the  
3 two units of software (CD-ROMs) and determined that they were infringing because they  
4 were Student Media licensed for exclusive distribution to qualified educational users  
5 participating in a special academic program. Additionally, the software was manufactured  
6 outside the United States and was not licensed for distribution or use in the United States.  
7 Upon information and belief, the John Doe Defendants imported this software to the United  
8 States and/or distributed the software in interstate commerce to the Surplus Computers  
9 Defendants.

10 21. On or about November 3, 2006, an investigator placed an order for one unit  
11 of Windows XP Professional from the Surplus Computers Defendants through their web  
12 site [www.surpluscomputers.com](http://www.surpluscomputers.com). Microsoft examined the software (CD-ROM) and  
13 determined that it was infringing because it was Student Media licensed for exclusive  
14 distribution to qualified educational users participating in a special academic licensing  
15 program. Additionally, the software was manufactured outside the United States and was  
16 not licensed for distribution or use in the United States. Upon information and belief, the  
17 John Doe Defendants imported this software to the United States and/or distributed the  
18 software in interstate commerce to the Surplus Computers Defendants.

19 22. On or about January 3, 2007, Microsoft notified the Surplus Computers  
20 Defendants by letter that Microsoft had analyzed software distributed by them and had  
21 identified it as infringing Student Media. The letter demanded that the Surplus Computers  
22 Defendants immediately cease and desist all infringing activity and warned that Microsoft  
23 reserved "the right to seek all available legal remedies without further notice." The letter  
24 was delivered by Federal Express to the current business address for the Surplus Computers  
25 Defendants.  
26



23. Despite receiving the warning described in the prior paragraph, the Surplus Computers Defendants continued to engage in their infringing and illegal practices. On or about January 11, 2007, an investigator placed an order for one unit of Windows XP Professional x64 Edition and one unit of a Microsoft product known as Office 2003 Professional Enterprise Edition from the Surplus Computers Defendants through their web site [www.surpluscomputers.com](http://www.surpluscomputers.com). Microsoft examined the software (CD-ROMs) and determined that it was infringing because it was Student Media licensed for exclusive distribution to qualified educational users participating in a special academic licensing program. Additionally, the software was manufactured outside the United States and was not licensed for distribution or use in the United States. Upon information and belief, the John Doe Defendants imported this software to the United States and/or distributed the software in interstate commerce to the Surplus Computers Defendants.

24. On or about March 6, 2007, an investigator placed an order for three units of Office 2003 Professional Enterprise Edition from the Surplus Computers Defendants through their web site [www.surpluscomputers.com](http://www.surpluscomputers.com). Microsoft examined the three units of software (CD-ROMs) and determined that they were infringing because they were Student Media licensed for exclusive distribution to qualified educational users participating in a special academic licensing program. Additionally, the software was manufactured outside the United States and was not licensed for distribution or use in the United States. Upon information and belief, the John Doe Defendants imported this software to the United States and/or distributed the software in interstate commerce to the Surplus Computers Defendants.

25. Upon information and belief, Defendants' violations are willful, deliberate and committed with prior notice and knowledge of Microsoft's copyrights. Defendants' wrongful conduct has caused and continues to cause significant and irreparable harm to Microsoft. Microsoft brings this action to recover damages for the harm it has sustained, to

1 impose a constructive trust upon the Defendants' illegal profits and assets purchased with  
2 those profits, and to obtain injunctive relief prohibiting Defendants' further violations and  
3 infringements.

4 **CLAIM I**

5 **(Copyright Infringement, 17 U.S.C. § 501, et seq.)**

6 26. Microsoft repeats and incorporates by this reference each and every  
7 allegation set forth in paragraphs 1 through 25, inclusive.

8 27. Microsoft is the sole owner and licensor of Microsoft Windows XP,  
9 Microsoft Office 2003, and other software and components covered by Microsoft's  
10 registered copyrights and bearing Microsoft's registered trademarks or imitations thereof,  
11 and of all corresponding copyrights and Certificates of Registration.

12 28. Defendants have infringed the copyrights in Microsoft's software, including,  
13 but not limited to Microsoft Windows XP, Microsoft Office 2003, and other software and  
14 components covered by Microsoft's registered copyrights and bearing Microsoft's  
15 registered trademarks or imitations thereof, by distributing infringing materials in the  
16 United States of America, without approval or authorization from Microsoft.

17 29. Defendants' conduct has been willful within the meaning of the Copyright  
18 Act. At a minimum, Defendants acted with willful blindness to and in reckless disregard of  
19 Microsoft's registered copyrights.

20 30. As a result of their wrongful conduct, Defendants are liable to Microsoft for  
21 copyright infringement. Microsoft has suffered, and will continue to suffer, substantial  
22 losses, including, but not limited to, damage to its business reputation and goodwill.  
23 Microsoft is entitled to recover damages, which include its losses and all profits Defendants  
24 have made as a result of their wrongful conduct, pursuant to 17 U.S.C. § 504(b).

25 31. Alternatively, Microsoft is entitled to statutory damages pursuant to 17  
26 U.S.C. § 504(c). In addition, because Defendants' infringement has been willful within the

1 meaning of the Copyright Act, the award of statutory damages should be enhanced pursuant  
2 to 17 U.S.C. § 504(c)(2).

3 32. Microsoft is also entitled to injunctive relief pursuant to 17 U.S.C. § 502 and  
4 to an order impounding any and all infringing materials pursuant to 17 U.S.C. § 503.  
5 Microsoft has no adequate remedy at law for Defendants' wrongful conduct because,  
6 among other things, (a) Microsoft's copyrights are unique and valuable property which  
7 have no readily determinable market value, (b) Defendants' infringement harms Microsoft's  
8 business reputation and goodwill such that Microsoft could not be made whole by any  
9 monetary award, and (c) Defendants' wrongful conduct, and the resulting damage to  
10 Microsoft, is continuing.

11 33. Microsoft is also entitled to recover its attorney's fees and costs of suit  
12 pursuant to 17 U.S.C. § 505.

## 13 **CLAIM II**

### 14 **(Infringing Importation of Copyrighted Works, 17 U.S.C. § 602)**

15 34. Microsoft repeats and incorporates by this reference each and every  
16 allegation set forth in paragraphs 1 through 33, inclusive.

17 35. Microsoft is the sole owner and licensor of Microsoft Windows XP,  
18 Microsoft Office 2003, and other software and components covered by Microsoft's  
19 registered copyrights and bearing Microsoft's registered trademarks or imitations thereof,  
20 and of all corresponding copyrights and Certificates of Registration. Microsoft  
21 manufactures certain software media for distribution in countries other than the United  
22 States.

23 36. Defendants have infringed the copyrights in Microsoft's software, including,  
24 but not limited to Microsoft Windows XP, Microsoft Office 2003, and other software and  
25 components covered by Microsoft's registered copyrights and bearing Microsoft's  
26 registered trademarks or imitations thereof, by importing to the United States and/or

1 distributing in the United States that copyrighted software, without approval or  
2 authorization from Microsoft.

3 37. Defendants' conduct has been willful within the meaning of the Copyright  
4 Act. At a minimum, Defendants acted with willful blindness to and in reckless disregard of  
5 Microsoft's registered copyrights.

6 38. As a result of their wrongful conduct, Defendants are liable to Microsoft for  
7 copyright infringement. Microsoft has suffered, and will continue to suffer, substantial  
8 losses, including, but not limited to, damage to its business reputation and goodwill.  
9 Microsoft is entitled to recover damages, which include its losses and all profits Defendants  
10 have made as a result of their wrongful conduct, pursuant to 17 U.S.C. § 504(b).

11 39. Alternatively, Microsoft is entitled to statutory damages pursuant to 17  
12 U.S.C. § 504(c). In addition, because Defendants' infringement has been willful within the  
13 meaning of the Copyright Act, the award of statutory damages should be enhanced pursuant  
14 to 17 U.S.C. § 504(c)(2).

15 40. Microsoft is also entitled to injunctive relief pursuant to 17 U.S.C. § 502 and  
16 to an order impounding any and all infringing materials pursuant to 17 U.S.C. § 503.  
17 Microsoft has no adequate remedy at law for Defendants' wrongful conduct because,  
18 among other things, (a) Microsoft's copyrights are unique and valuable property which  
19 have no readily determinable market value, (b) Defendants' infringement harms Microsoft's  
20 business reputation and goodwill such that Microsoft could not be made whole by any  
21 monetary award, and (c) Defendants' wrongful conduct, and the resulting damage to  
22 Microsoft, is continuing.

23 41. Microsoft is also entitled to recover its attorney's fees and costs of suit  
24 pursuant to 17 U.S.C. § 505.

**CLAIM III**

**(Accounting)**

42. Microsoft repeats and incorporates by this reference each and every allegation as set forth in paragraphs 1 through 41, inclusive.

43. Microsoft is entitled, pursuant to 17 U.S.C. § 504, to recover any and all profits of the Defendants that are attributable to their acts of infringement or violations thereof.

44. The amount of money due from Defendants to Microsoft is unknown to Microsoft and cannot be ascertained without a detailed accounting by Defendants of the precise number of units of infringing material imported to the United States, offered for distribution, and distributed by them.

**PRAYER FOR RELIEF**

WHEREFORE, Microsoft respectfully requests judgment as follows:

1. That the Court enter a judgment against Defendants finding that they have:

a. willfully infringed Microsoft's rights in the following federally registered copyrights, in violation of 17 U.S.C. § 501:

(1) TX 5-407-055 ("Microsoft Windows XP");

(2) TX 5-837-617 ("Microsoft Office 2003");

(3) TX 5-872-225 ("Microsoft Access 2003");

(4) TX 5-837-636 ("Microsoft Excel 2003");

(5) TX 5-900-087 ("Microsoft Outlook 2003");

(6) TX 5-852-649 ("Microsoft PowerPoint 2003");

(7) TX 5-900-088 ("Microsoft Word 2003"); and

(8) Other items or works protected by Microsoft copyrights;

b. willfully infringed Microsoft's rights by importing to the United States Microsoft Windows XP, Microsoft Office 2003, and other software and components

1 covered by Microsoft's registered copyrights and bearing Microsoft's registered trademarks  
2 or imitations thereof;

3 c. otherwise injured the business reputation and business of Microsoft  
4 by the acts and conduct set forth in this Complaint.

5 2. That the Court issue preliminary and permanent injunctive relief against  
6 Defendants, and that Defendants, their officers, agents, representatives, servants,  
7 employees, attorneys, successors and assigns, and all others in active concert or  
8 participation with Defendants, be enjoined and restrained from:

9 a. imitating, copying, or making any other infringing use or importation  
10 to the United States or elsewhere, or infringing distribution of the software and/or materials  
11 now or hereafter protected by the following copyright Certificates Registration Nos.:

12 (1) TX 5-407-055 ("Microsoft Windows XP");

13 (2) TX 5-837-617 ("Microsoft Office 2003");

14 (3) TX 5-872-225 ("Microsoft Access 2003");

15 (4) TX 5-837-636 ("Microsoft Excel 2003");

16 (5) TX 5-900-087 ("Microsoft Outlook 2003");

17 (6) TX 5-852-649 ("Microsoft PowerPoint 2003");

18 (7) TX 5-900-088 ("Microsoft Word 2003"); and

19 (8) Other items or works protected by Microsoft copyrights;

20 b. redistributing Microsoft Student Media distributed under an  
21 academic program agreement;

22 c. assisting, aiding, or abetting any other person or business entity in  
23 engaging in or performing any of the activities referred to in subparagraphs (a)-(b) above.

24 3. That the Court enter an order, pursuant to 17 U.S.C. §§ 503(a) and 509(a)  
25 and 28 U.S.C. § 1651(a), impounding all infringing Microsoft software and/or materials, or  
26 any Microsoft documentation or packaging, and any related items, including business

1 records, that are in Defendants' possession or under their control, and ordering the return,  
2 remedial destruction, or other appropriate disposition of all impounded items;

3 4. That the Court enter an order, pursuant 17 U.S.C. § 504(b) declaring that  
4 Defendants hold in trust, as constructive trustees for the benefit of Microsoft, all "profits"  
5 received by Defendants from their importation, distribution or sale of infringing Microsoft  
6 software and/or materials, and issue temporary, preliminary and permanent injunctive relief  
7 enjoining and restraining Defendants and their agents from transferring, concealing or  
8 dissipating all profits and assets acquired in whole or in part with those profits;

9 5. That the Court enter an order requiring Defendants to provide Microsoft a  
10 full and complete accounting of all profits received by Defendants from their distribution or  
11 sale of infringing Microsoft software and/or materials, and of any other amounts due and  
12 owing to Microsoft as a result of Defendants' illegal activities;

13 6. That the Court order Defendants to pay Microsoft's general, special, actual,  
14 and statutory damages as follows: Microsoft's damages and Defendants' profits pursuant to  
15 17 U.S.C. § 504(b) or, alternatively, enhanced statutory damages pursuant to 17 U.S.C. §  
16 504(c) and 17 U.S.C. § 504(c)(2), for Defendants' willful infringement of Microsoft's  
17 copyrights;

18 7. That the Court order Defendants to pay to Microsoft both the costs of this  
19 action and the reasonable attorneys' fees incurred by Microsoft in prosecuting this action;

20 and

21 //

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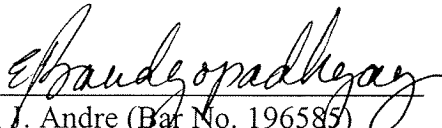
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1           8.       That the Court grant to Microsoft such other and additional relief as is just  
2 and proper.

3  
4           DATED this 2nd day of April 2007.

5  
6       OF COUNSEL:

7       Scott T. Wilsdon (*pro hac vice* pending)  
8       Jeremy E. Roller (*pro hac vice* pending)  
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Attorneys for Plaintiff Microsoft Corporation